

School Bus Drivers Agreement

Independent School District No. 318
820 NW 1st Avenue
Grand Rapids, Minnesota 55744

2021-2022

2022-2023

July 1, 2021 through June 30, 2023

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**SCHOOL BUS DRIVERS AGREEMENT
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**ARTICLE I
PURPOSE OF AGREEMENT**

Section 1. Parties:

This Agreement, entered into between the School Board of Independent School District 318, Itasca County, Grand Rapids, Minnesota, hereinafter referred to as the School Board, and the School Bus Drivers Association, hereinafter referred to as the Exclusive Representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, hereinafter referred to as the P.E.L.R.A. as amended, to provide the terms and conditions of employment for drivers during the duration of the Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition:

In accordance with the P.E.L.R.A. as amended, the School Board recognizes the School Bus Drivers Association as the Exclusive Representative of the drivers employed by the School Board of Independent School District 318, which Exclusive Representative will have those rights and duties as prescribed by the P.E.L.R.A. as amended, and described in the provisions of this agreement.

Section 2. Appropriate Unit:

The Exclusive Representative's Executive Committee will represent all of the drivers of the district as defined in this Agreement and in said Act.

**ARTICLE III
DEFINITIONS**

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the School Board's personnel policies affecting the working conditions of the drivers but does not mean educational policies of the school district.

Section 2. School Bus Drivers:

Will mean all persons in the appropriate unit employed by the School Board but will not include confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week of this bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year and emergency employees.

Section 3. Routes:

A route will be defined as any route on the official district listing. A full-time route will be defined where one route driver drives both the A.M. and the P.M. route. A split route will be defined as one in which two separate drivers drive, one in the A.M. and the other in the P.M. A half route is a route that exists as an A.M. or P.M. route only.

Section 4. Other Terms:

Terms not defined in this Agreement will have those meanings as defined by the P.E.L.R.A. as amended.

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**ARTICLE IV
EMPLOYERS RIGHTS**

Section 1. Inherent Rights:

The Exclusive Representative recognizes that the School Board is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to such areas of discretion or policy as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 2. Management Responsibilities:

The Exclusive Representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 3. Effect of Laws, Rules and Regulations:

The Exclusive Representative recognizes that all drivers covered by this Agreement will perform the operation and bus driving services prescribed by the School Board as governed by the laws of the State of Minnesota and pursuant to School Board rules, regulations, directives and orders issued by properly designated officials of the school district. The Exclusive Representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of the Agreement. The Exclusive Representative further recognizes that the School Board, all drivers covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State and valid rules, regulations and orders of State and Federal Governmental agencies. Any provisions of the Agreement found to be in violation of any such laws, rules, regulations, directives or orders will be null and void and without force and effect.

Section 4. Reservation of Managerial Rights:

The foregoing enumeration of School Board rights and duties will not be deemed to exclude other inherent management rights and management functions not expressly reserved here in and all management rights and management functions not expressly delegated in this Agreement are reserved to the School Board.

Subdivision 1. The district may require, at its expense, any driver to take a physical examination by a physician of the district's choice.

Subdivision 2. The district may require any driver to take a district or state driving test each year.

Subdivision 3. In the event the amount of extracurricular driving and/or other driving duties warrants the hiring of full-time and/or part-time drivers, the district reserves the right to assign the above-mentioned duties to such drivers.

Subdivision 4. The district may require a driver to furnish a written medical statement from a qualified physician verifying that a sick leave absence was due to illness or injury to qualify for sick leave pay. The determination as to whether a driver is entitled to sick leave pay is reserved to the employer.

Subdivision 5. Notwithstanding any other provision to the contrary contained in this Article IV, for employment performed under this agreement, the district reserves the right

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to limit the number of hours of a driver so that such employment will not exceed a total of 40 hours per week for all district employment.

Subdivision 6. The district will have an electronic payroll process.

**ARTICLE V
SCHOOL BUS DRIVER RIGHTS**

Section 1. Right to View:

Nothing contained in this Agreement will be construed to limit, impair or affect the right of a school bus driver, hereinafter referred to as driver, or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative, if there be one; nor will it be construed to require a school bus driver to perform labor or services against his or her will.

Section 2. Right to Join:

Drivers will have the right to form and join labor or employee organizations. Drivers in this appropriate unit will have the right, by secret ballot, to designate an Exclusive Representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for said school bus driver with the employer of such unit.

Section 3. Dues:

Subdivision 1. Employees shall have the right to request and be allowed dues check off as stipulated in M.S. 179A.06, Subd. 6. Such authorization shall continue in effect from year to year unless revoked in writing to the unit by the participant. The unit will advise the business office of any changes in dues rate by October 1 of each year. When a bargaining unit member has so authorized a dues deduction, such authorization cannot be canceled except during the month of September each year. Employees who wish to cancel must do so in writing with the unit by September 30th.

Subdivision 2. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and, save the School Board, its officers and the school district harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of any and all provisions in this Agreement.

Section 4. Commercial Driver's License:

The first time a driver is not successful in passing the commercial driver's license examination he or she will not lose their route or substitute status or seniority status for a period of sixty (60) calendar days. Until such clearance is obtained, the driver's route(s) will be filled by a substitute driver on a temporary basis. The Transportation Director will assign the substitute driver. The first sixty (60) calendar days will be considered unpaid administrative leave. After 60 calendar days the driver will be terminated.

Section 5. Notification of Driving:

All drivers will be notified fifteen (15) days prior to the beginning of the school year, or during the district wide realignment, as to their driving assignments.

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Section 6. Seniority:

Subdivision 1. Route drivers will accrue seniority based upon the date the driver officially begins to drive their first certified route. Seniority for drivers who accept a permanent route immediately following (no break between driving the temp route and the new permanent route) a temporary route posting position will have their seniority date based on their first day of driving the temporary route posting.

Subdivision 2. Substitute drivers will maintain one seniority date, that being their date of hire. Date of hire is defined as their first day of driving. This list will be separate from the route driver list.

Subdivision 3. Type III drivers will not accrue seniority. If a type III driver obtains their commercial driving license their seniority will be backdated to their original hire as a Type III driver.

Subdivision 4. Any driver who retires or resigns and is rehired by the district will earn seniority based on their new date of hire as a substitute driver.

Section 7. Route Drivers:

Subdivision 1. The first sixty (60) full workdays of employment for all new drivers will be a probation period during which time the district may discharge said probationary driver without cause or notice.

Subdivision 2. During the first thirty (30) full workdays as a route driver, the district may move the route driver back to substitute driver status with just cause in writing. Said driver will be removed from route driver status and return to substitute driver status according to original date of hire.

Subdivision 3. It will be the responsibility of route drivers to provide their own substitute driver for absences other than approved paid leaves. Approved paid leaves in this section are considered to be: sick leave, jury duty, funeral leave and extracurricular trips.

Subdivision 4. Route drivers using substitute drivers will notify the Transportation Director or designee, at least one hour prior to scheduled route departure time.

Subdivision 5. Route drivers, who retire or resign and are rehired as a substitute driver, will have a new date of hire which is based upon the first day of paid work.

Subdivision 6. A route driver voluntarily returning to substitute status will be placed on the substitute list according to their original date of hire.

Subdivision 7. If a route driver is placed on administrative leave of absence by the district for any reason, the Transportation Director will be responsible for obtaining a substitute driver(s).

Subdivision 8. A route driver posting onto a vacant route will have up to five (5) working days to try the new route or return to their previous route for any reason.

Subdivision 9. A route driver bumping onto a route waives the five (5) working days trial period.

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Section 8. Substitute Drivers:

Subdivision 1. The first sixty (60) full workdays of employment for all new substitute drivers will be a probation period during which time the district may discharge said probationary substitute driver without cause or notice.

Subdivision 2. Substitute drivers accepting a route posting will be responsible to provide substitute driver(s) for any previous commitments. They will notify the Transportation Director and route driver(s) with the names of the replacement substitutes and dates of commitments.

Subdivision 3. A substitute driver posting onto their first route will have up to five (5) working days to try the new route or return to their prior position on the substitute driver list for any reason.

Subdivision 4. When a substitute driver posts onto a route, they go to the bottom of the drivers' seniority list.

Subdivision 5. A substitute driver who has not driven in the previous twelve (12) months will be terminated. If they are subsequently re-hired they will start their seniority over with the new hire date.

Subdivision 6. If a substitute driver is placed on administrative leave by the district for any reason, the Transportation Director will be responsible for obtaining a substitute driver(s) for said driver's route commitments.

Subdivision 7. Effective July 1, 2011, all substitute drivers who successfully post to a route must drive for at least 80 percent of the entire route days per school year

Subdivision 8. Substitute drivers who retire or resign and are rehired as a substitute driver, will have a new date of hire which is based upon the first day of paid work.

Subdivision 9. A substitute driver will not be eligible to drive any extracurricular trips or daytime driving, except for uncommon or unusual circumstances.

Section 9. Type III Drivers:

Subdivision 1. Type III drivers may serve the district in a temporary or long-term basis depending on district need. At no point will type III drivers be guaranteed future employment.

Subdivision 2. The first sixty (60) full workdays of employment for all new type III drivers will be a probation period during which time the district may discharge said probationary driver without cause or notice.

Subdivision 3. Type III drivers will not be eligible for daytime driving and will not accrue seniority.

Section 10. Volunteering:

School Board members, coaches, teachers, or other supervisory employees of School District 318 will not request a bus with a volunteer driver (or a driver paid less than the bus driver rate) to drive on any bus trip during the school year. Such driving on trips must go through the

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Transportation Director. Bus drivers shall be compensated per contractual agreement unless approved by the School Bus Drivers Association and the Transportation Director.

**ARTICLE VI
BASIC SCHEDULES AND RATES OF PAY**

Section 1. Route Vacancies and Posting Process:

Subdivision 1. All route vacancies occurring from the end of the school year through realignment will be listed as an open route during realignment.

Subdivision 2. Route vacancies occurring between realignment and the end of the school year will be posted within five (5) working days after the route is declared vacant. The posting period will be five (5) working days. Interested drivers may make application during this period.

Subdivision 3. Temporary assignment of route vacancies will be made by the Transportation Director for the posting period using substitute drivers or drivers on unrequested leave of absence.

Subdivision 4. Any route driver or substitute driver who is absent from work may apply in writing to the Transportation Director for any route that may become vacant. If said driver is the senior driver on the posting, that driver will be assigned the route and will waive the five (5) working day trial period.

Subdivision 5. Permanent assignments of route vacancies will be based on seniority. However, if and when the Transportation Director questions the suitability of the driver for a vacant route, the Transportation Director may deny the application. The denied applicant may request the reason for denial in writing. In case the senior driver for said vacant route is denied, the next qualified senior driver, who signed on the posting, will receive the route.

Subdivision 6. When a temporary vacancy occurs for five (5) or more working days and less than a month, management will attempt, in good faith, to contact sub drivers by seniority to fill the vacancy. If the substitute driver chooses to accept the vacancy, he or she is responsible to get another substitute driver to cover any previously accepted routes and to notify the route driver(s) and management.

Subdivision 7. A temporary route vacancy, due to a route driver on an approved leave of absence, known to last more than one (1) month and no more than three (3) months, will be posted and only substitute drivers will have five (5) working days in which to apply for said vacancy. The successful substitute driver will be assigned to that route until such time as the route driver returns.

Subdivision 8. A temporary route vacancy due to a route driver on an approved leave of absence of more than three (3) months will be posted and both substitute and route drivers will have five (5) working days in which to apply for said vacancy. Drivers will return to their previous route after the temporary position ends.

Subdivision 9. If drivers with like seniority dates sign up for the same route posting, final determination will go to the driver with the earliest original date of hire.

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Section 2. Changes in Route Time and the Bumping Process:

Subdivision 1. When a route is reduced one-half (0.50) hour or more between realignment and the end of the school year, the affected driver will be eligible to keep their route, bump any less senior route driver within three (3) working days, and/or post onto any route that becomes available as per their route seniority.

Subdivision 2. When a route is reduced one-half (.50) hour or more and/or the route is reduced one quarter (.25) hour or more in each of the two consecutive years, the affected driver will be eligible to do any of the following at the district wide realignment: keep their route, bump any less senior route driver, or post into any open route.

Subd. 2a. All special needs routes will be exempt from Section 2, Subdivision 1 and 2, due to the fluidity of students and routing demands.

Subdivision 3. Whenever a route is deleted, the affected driver will be eligible to bump any less senior route driver within three (3) working days and/or post onto any route that becomes available as per their route seniority.

Subdivision 4. A route driver bumped from his or her route will have the same right to bumping privileges as Subdivision 3.

Subdivision 5. A route driver on unrequested leave of absence who chooses either not to bump or is unable to post onto an available vacant route within the five (5) working days, will be reassigned by the Transportation Director to the route of the least senior route driver. The least senior route driver will be placed on unrequested leave of absence.

Subdivision 6. A route driver on unrequested leave of absence will be retained on the drivers' seniority list. They may work as a substitute driver and they will be given preference for available work.

Subdivision 7. When a route has an increase of one-half (0.50) hour or more and/or route is increased one-quarter (0.25) hour in each of two consecutive years, the route will be posted for five (5) working days within ten (10) working days of the time of the change.

Subd. 7a. All special needs routes will be exempt from Section 2, Subdivision 7, due to the fluidity of students and routing demands.

Subdivision 8. A fifteen (15) minute change will require recertifying. A thirty (30) minute change will require reposting.

Subdivision 9. Temporary Placement: If any route is changed due to a temporary placement of a student for an undetermined length of time, the route will not be subject to Article VI, Section 2, Subdivision 7-8 (posting) until fifteen working days have passed.

Subdivision 9. District-Wide Realignment

Posting requirements and time-lines will be waived in the event of a district-wide realignment meeting. This meeting will only occur after a three (3) day notice has been given to drivers covered by the Driver's contract.

If an employee has a right to bump, they may take any position with less seniority. If an employee does NOT have the right to bump, they can only take an open position.

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Section 3. Salary Schedule:

The following rates will be paid for driving district-owned buses. Effective July 1, 2016 - The minimum amount paid for an A.M. or P.M. route will be 1.5 hours. Certified route time will include 20 minutes per day (10 minutes a.m. and 10 minutes p.m.) for pre-trip and post-trip duties including cleaning and fueling.

Subdivision 1.

Driver Type:	2021-2022	2022-2023
Substitute driver	\$22.00	\$23.00
Route driver	\$22.00	\$23.00
Type III driver	\$15.00	\$16.00

Subdivision 2. Longevity:

A route driver who has two (2) or more years of continuous route driving service with the district will be paid the below annual stipend the following school year. Stipends will be paid at the end of the school year for those actively employed. Stipends will be issued on or before July 15th on a separate check. No portion of the stipend will be paid to those who have separated from service prior to the end of the school year the payment would have been paid. For the purpose of determining completed years in this subdivision, a year of service is a year in which a route driver is certified prior to February 1st. Substitute drivers who work at least 400 hours during the year payment is due are also eligible. Substitute drivers will receive a prorated amount based upon hours worked, with 684 or more hours being required for the full stipend.

Completed Years:	Annual Stipend 21-22:	Annual Stipend 22-23:
2-5	\$400	\$500
6-9	\$600	\$700
10-14	\$800	\$900
15-19	\$1,000	\$1,100
20-24	\$1,200	\$1,300
25+	\$1,400	\$1,500

Subdivision 3. Pay periods:

- A. Pay periods for route drivers (except those submitting their hours on a claim basis) will start no later than September 15th. Employees may elect either 20 or 24 annual payments. If no election is made the district will default to 24 pay periods, with paychecks September 15th through August 31st of each year.
- B. The selected number of pay periods will remain in effect until a new request is submitted.
- C. The selected number of pay periods cannot be changed during the school year. If an employee would like to change their election, it must be done prior to July 1st of each year.
- D. Route drivers will be certified to drive a minimum of 171 days. Any additional days worked will be paid by pay claim forms (C-7).

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- E. Pay claim forms (C-7) will be submitted for any work other than certified driving assignments.
- F. Driver will be notified in writing, by the Transportation Director or designee, of any change made to the submitted pay claim forms (C-7) and the reason for the change.
- G. Pay claim forms (C-7) will be paid semi-monthly.

Section 4. Extracurricular Meals/Lodging Reimbursement:

Subdivision 1. One-day trips, none.

Subdivision 2. Overnight trips

- A. Lodging: Daily rate according to approved accommodations by the Transportation Director. Official receipts must accompany all applications for reimbursement.
- B. Meals: Meals will be reimbursed based on district Policy 412.

Section 5. Extracurricular Driving:

An extracurricular driving assignment will consist of any trip that starts before the regular school day or is scheduled to terminate after the end of the regular school day.

Subdivision 1. certified route drivers are required to drive a route(s) for two (2) consecutive years before they become eligible for the extracurricular driving list.

Subdivision 2. Failure to comply with such assignment may, after due process, result in termination of employment.

Subdivision 3. Certified route drivers will be added to the extracurricular driving list according to seniority. Trips will be assigned on a rotation basis unless the driver would exceed 40 hours of district work for the week.

Subdivision 4. Drivers will be allowed up to 30 minutes prior to load time for pre-trip duties and travel to the load site. Drivers will be allowed up to 30 minutes from their return destination for travel to the bus garage, post-trip duties, cleaning and fueling.

Subdivision 5. Certified route drivers must indicate their intent to drive extracurricular assignments for the upcoming year on the Availability Form, which must be completed prior to the end of the current school year.

Subdivision 6. Qualified drivers can be added to the extracurricular driving list on their two (2) year anniversary date or have the option of being added to the bottom of this driver list one time during the school year, provided they pass one rotation after signing up.

Subdivision 7. Drivers on extracurricular trips will receive a minimum of three (3) hours extra duty pay.

Subdivision 8. Extracurricular driving assignments made with eight (8) or less hours notice will be considered as an emergency trip and the driver selection for such trips will

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be left up to the Transportation Director. If a driver refuses such a trip, the driver will remain at his or her current position on the extracurricular driving list and will not be given a "no". When such assignments are made out of order, the emergency trip will be considered as the next extracurricular driving assignment for that driver.

Subdivision 9. A driver who refuses five (5) consecutive extracurricular driving assignments will be deleted from the extracurricular driving list for the balance of that school year.

Subdivision 10. Bus garage personnel may be assigned on group trips. However, drivers of this unit will be preferred.

Subdivision 11. In addition to the driver, all extracurricular trips will have a responsible adult on the bus both to and from the scheduled location. The adult must enforce the rules of the district.

Subdivision 12. If an extracurricular trip is cancelled with more than two (2) hours notice, the driver(s) will be assigned, by seniority, to the next unassigned trip. If an extracurricular trip is cancelled two (2) hours or less prior to load time on the date of the assigned trip, the driver(s) will have the option of driving their route or receiving 1.50 hours of pay at the route driving rate of pay. The driver(s) will be assigned, by seniority, to the next unassigned trip. If an extracurricular trip is cancelled two (2) hours or less prior to load time and a substitute driver is no longer needed, the sub who was scheduled to drive the route will be reassigned to another route. If no route is available, they will be paid 1.50 hours of pay at the route driving rate of pay.

Subdivision 13. If an extracurricular trip leaves the bus garage and is cancelled prior to departure, the driver(s) will receive three (3) hours of pay at the regular rate and will be assigned by seniority to the next unassigned trip. The substitute driver assigned to the route will still drive that route or another route assigned by the Transportation Director. If no route is available, they will be paid three (3) hours of pay at the route driving rate of pay.

Subdivision 14. Drivers will have until noon on the next working day to give an answer on an extracurricular trip they are offered; otherwise, they will receive a "no".

Subdivision 15. School Board members, coaches, teachers, or other supervisory employees of School District 318 will not request a bus with a volunteer driver (or a driver paid less than the bus driver rate) to drive on any bus trip during the school year. Such driving on trips must go through the Transportation Director. Bus drivers shall be compensated per contractual agreement unless approved by the School Bus Drivers Association and the Transportation Director.

Subdivision 16. The Transportation Director will obtain a substitute driver for any driver assigned to an extracurricular trip providing the extra trip assignment interferes with the driver's route.

Subdivision 17. A driver on an approved leave of absence on the date of the extracurricular trip will not receive a "no" for the trip.

Subdivision 18. A driver on an unexcused leave of absence on the date of the extracurricular trip will receive a "no" for the trip.

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Subdivision 19. If a driver is offered two (2) separate trips on the same day, they will receive a skip for the second trip and will be offered by seniority the next unassigned trip.

Subdivision 20. If a driver is unable to drive their route (AM or PM) due to use of sick time, they will be removed from any extra-curricular driving for that day/evening. The extra-curricular driving/trip will be open to the next certified driver according to seniority.

Section 6. Daytime Driving:

A daytime driving assignment will consist of any trip that is scheduled during the school day (8:00 am to 3:00 pm). Certified drivers will be paid for daytime driving time outside of their certified route time.

Subdivision 1. All scheduled ongoing daytime driving will be posted, one time only, for five (5) working days. Certified route drivers will make application during this period. Assignments will be made by seniority and schedule availability. Temporary assignment by the Transportation Director will be made during the posting period if necessary.

Subdivision 2. Certified route drivers will indicate their intent to drive daytime driving assignments for the upcoming year on the "Availability Form", which must be completed prior to the end of the current school year.

Subdivision 3. Certified route drivers can be added to the daytime driving list on their two (2) year anniversary date or have the option of being added one time during the school year.

Subdivision 4. Any day time driving will be paid a minimum of one and one-half (1.5) hours. Drivers will be allowed up to 15 minutes prior to load time for pre-trip duties and travel to the load site. Drivers will be allowed up to 15 minutes from their return destination for travel to the bus garage, post-trip duties, cleaning and fueling.

Subdivision 5. Certified route drivers will be added to the daytime driving list according to seniority. Trips will be assigned on a rotation basis unless the driver would exceed 40 hours of district work for the week.

Subdivision 6. Certified route drivers will complete a pay claim (C-7) by the end of the work week for the week of the extra driving.

Subdivision 7. Drivers with assigned daytime work will be responsible to provide a Certified route driver to cover the work if said driver becomes unavailable to drive. The certified route driver will notify the transportation office of the absence and provide the qualified driver's name.

Subdivision 8. Type III drivers are not eligible for daytime driving.

Section 7. Employment Hours:

Overtime will be paid after working more than 40 hours per week or more than 12 hours per day at a rate of time and one half (1.5).

Section 8. Bus Storage Agreement:

A payment of forty dollars (\$40) per month per bus for nine (9) months, September through May, will be allowed for bus storage. All such buses must be kept in a secured garage every night for the months covered under this agreement. Electrical plug in reimbursement for those buses not

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garaged indoors will be fifty dollars (\$50) per month per bus for a maximum of five (5) months, November through March. Beginning in fiscal year 2022/2023, the electrical reimbursement will be sixty-five dollars (\$65) per month. The Transportation Director will approve all garages and plug-in connections to insure that appropriate current code provisions are being met prior to approval of the first payment during any fiscal year.

Section 9. School Bus Driver Physical:

Subdivision 1. State law requires a physical examination every two (2) years.

Subdivision 2. The district will pay for the required physical examination renewal for each route driver at a district approved site.

Subdivision 3. The district will pay for the required physical examination renewal at a district approved site for each substitute driver who has driven a minimum of 100 hours the previous school year.

Subdivision 4. Required physical examinations for qualified substitutes and drivers may be performed by any doctor the driver chooses. However, the district reimbursement for required physical examinations will be limited to the amount set by the district approved physical examination site.

Subdivision 5. The first time a driver is not successful in passing the commercial driver's license physical examination he or she will not lose their route or substitute status or seniority status for a period of sixty (60) calendar days. Until such clearance is obtained, the driver's route(s) will be filled by a substitute driver on a temporary basis. The Transportation Director will assign the substitute driver. The first sixty (60) calendar days will be considered unpaid administrative leave. After 60 calendar days the driver will be terminated.

Section 10. Training Attendance:

Subdivision 1. Drivers will be paid for each hour of attendance for courses or workshops as required by the Transportation Director. The route driving rate will apply for required training or meetings.

Subdivision 2. All other training offered by the Transportation Director, which is not required, will be paid.

Section 11. Court/Jury Duty:

Subdivision 1. Traffic Court: Route drivers will be compensated their missed route driving rate hours for attending traffic court when required for stop arm violations. At the Transportation Director's discretion, additional time off may be granted without a loss of pay for necessary district-related court appearances.

Subdivision 2. Jury Duty: An employee serving on jury duty will be paid an amount which, together with stipend received for jury duty, will be equal to said employee's regular certified route pay. The Transportation Director will assign a substitute driver.

Subdivision 3. Court Duty in relation to position with School District: An employee appearing in court under subpoena relating to their employment with the school district will

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be paid an amount which, together with salary received for witness fees, will be equal to said employee's regular certified route pay.

Subdivision 4. Court Duty for non-district purpose: An employee, when subpoenaed as a witness, defendant, or plaintiff, shall utilize available personal leave. If personal leave is not available, the district will authorize an approved absence without pay.

Subdivision 5. Court Duty in relation to litigation between employee and the District: If the employee's absence is caused by litigation between the employee and the District, the absence will result in an approved absence without pay.

Section 12. Sick Leave Payout:

Subdivision 1. A route driver retiring or resigning who has ten (10) or more years of continuous route driving service with the district will be paid at the rate of one and one half (1.5) hours of the current route driving rate for each accumulated sick leave day up to one hundred fifty (150) days.

Subdivision 2. The estate of a route driver who dies while employed by the district will be paid at the rate of one and one half (1.5) hours of the current route driving rate for each accumulated sick leave day up to one hundred fifty (150) days.

Section 13. Emergency Closing:

Subdivision 1. Certified route driving employees shall be paid for an employee day lost for any school closure or emergency. However, the employee may be required to perform duties on a day in lieu thereof as the School Board or its designated representative shall determine, if any.

Subdivision 2. Drivers will be notified of school closings by the Transportation Director or designee or via public media.

Section 14. Revised Student List/Route Map:

By October 1 of each year, drivers will submit a revised student/rider bus list and route map. Two (2) hours of time will be submitted on a pay claim (C-7) at the route driving rate for the initial revised list, including route map, as well as additional monthly updates to the student list and route maps.

ARTICLE VII SAFETY

Section 1. Bus Inspections:

Subdivision 1. Every driver will complete pre-trip duties and safety inspections prior to beginning their driving assignment on every trip (certified route, extra-curricular, day-time driving) and submit the completed report as required by Federal Standard 17 and the Minnesota Department of Education. Every driver will complete post-trip duties at the end of each driving assignment.

Subdivision 2. Failure to comply with such assignment may, after due process, result in termination of employment.

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Section 2. Route Hazards:

Drivers will immediately report all hazardous route conditions to the Transportation Director or designee.

Section 3. Route Deviations:

Drivers will notify the Transportation Director or designee by two-way radio of a route deviation, which must be approved prior to the driver making the change.

Section 4. Transportation of Special Needs Students:

Subdivision 1. Drivers requiring assistance in transporting special needs students will contact the Transportation Director.

Subdivision 2. Established guidelines will be followed in the transportation and discipline of special needs students.

ARTICLE VIII APPROVED LEAVE OF ABSENCES

Section 1. General Leave for Other Paid Employment:

Subdivision 1. Drivers covered by this agreement who have at least one (1) year (171 days) of continuous service, as a route driver, are eligible to request a general leave. General leaves fall into three (3) categories:

1. Short-term leave: one to thirty calendar days (1 to 30 days)
2. Extended short-term leave: thirty-one to ninety calendar days (31 to 90 days)
3. Long-term leave: over ninety calendar days (not to exceed twelve calendar months)

Subdivision 2. A general leave will not be granted beyond twelve (12) calendar months.

Subdivision 3. A general leave may be granted for other paid employment and is conditional on the ability to fill the position.

Subdivision 4. Written requests for general leave, including start and return to work dates and reasons, must be submitted to the Transportation Director three (3) calendar days for short-term leaves and ten (10) calendar days for extended short-term and long-term leaves, prior to the beginning of the requested leave.

Subdivision 5. If a driver decides not to return to the district after a long-term leave the driver must notify the Transportation Director, in writing, thirty (30) calendar days prior to the leave expiration date.

Subdivision 6. The driver's seniority will continue to accrue for short-term and extended short term leaves, as well as, long-term leaves that are granted for medical reasons. The driver's seniority will not continue to accrue for long-term leaves other than those granted for medical reasons.

Subdivision 7. A driver on long-term leave will not be eligible for fringe benefits at district expense during the leave period but may participate at the driver's own expense.

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Subdivision 8. Drivers on short-term leave are responsible to find their own substitute driver(s) for the vacated position(s). All other vacated positions will be filled as per Article VI, Section 1, Subdivisions 7 & 8.

Subdivision 9. Drivers returning from extended short-term or long-term leave will be returned to the same or a like position and current rate of pay.

Subdivision 10. A general leave for other work will be limited to 20 percent of the route days for the year (typically 34 days). The district reserves the right to drop a route driver to substitute status if they are not able to drive for 80 percent of the certified route days and do not qualify for other longer-term leaves of absence.

Section 2. Sick Leave:

Subdivision 1. Route drivers will earn one (1) sick leave day per month. All sick leave days will be used in either full or half days as defined in Article III, Section 3.

Subdivision 2. One hundred fifty (150) days can be accumulated for sick leave.

Subdivision 3. Sick leave absence with pay will be granted whenever a driver's absence is due to an illness or injury that prevents a driver from performing his or her duties.

Subdivision 4. Sick leave absences with pay will be granted for the personal illness of a driver's immediate family, which includes spouse, spouse's parent, child, parent, grandparent, grandchild, and sibling. When absences qualifying for sick leave are known in advance, drivers must complete a "Medical Notification" form. These forms are available from the Transportation Office.

Subdivision 5. All paid sick leave days will be deducted from a driver's accumulated sick leave days.

Subdivision 6. A route driver driving extra hours (extracurricular trips and/or daytime driving) in addition to their route will receive paid sick leave equal only to their certified A.M. and/or P.M. route hours.

Subdivision 7. Sick leave will not be granted for routine doctor's appointments.

Subdivision 8. The Transportation Director or designee will provide a substitute driver for any driver on sick leave.

Section 3. Personal Leave:

Subdivision 1. Route drivers will be granted two (2) paid days of personal leave per year for emergency or personal business without salary deduction, accumulative to five (5) days. Beginning in fiscal year 2022/2023 Route drivers will be granted three (3) paid days of personal leave per year, accumulative to six (6) days.

Subdivision 2. A driver is responsible to obtain a substitute driver upon using a personal leave day.

Subdivision 3. Newly certified route drivers will be eligible for personal leave if certified on a route prior to February 1.

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Subdivision 4. Any unused personal leave days can be reimbursed at the end of the school year by submitting a C7 pay form. Each day to be reimbursed at the daily rate of certified route hours. Application for this pay must be turned in or received by the payroll office no later than the last certified date of the school year.

Subdivision 5. For any substitute driver who works 50 or more full routes (AM & PM) in a school year, they will receive two paid days off in the following school year. The paid days off will be paid at 4 hours per day and will be paid after the substitute submits a claim form.

Section 4. Funeral Leave:

Subdivision 1. Funeral leave will be granted for a route driver's relatives as follows: spouse, child, siblings, parents, grandparents, grandchildren, spouse's parents, spouse's grandparent, spouse's child, spouse's siblings and sibling's spouses. The Transportation Director will assign a substitute driver.

Subdivision 2. The first two (2) days of funeral leave will be paid. An additional third day of paid funeral leave may be granted with Superintendent approval for travel purposes. Any days beyond three (3) paid days will be deducted from the driver's accumulated sick leave.

Subdivision 3. The amount of time for funeral leave is determined in each individual case depending upon the distance and related factors. The Transportation Director may consider requests for funeral leave for other than the above mentioned based on the merits of each individual case. Drivers must request funeral leave prior to the funeral so there will be no misunderstanding as to the extent of the leave.

Section 5. Jury Duty:

Route drivers selected for jury duty or appearing in court under subpoena in a District 318 related matter, will be paid an amount which together with the salary received for jury duty or witness fees will be equal to their certified route pay. The Transportation Director will assign a substitute driver.

Section 6. Unpaid Personal Leave of Absence:

Subdivision 1. Except for an approved leave of absence, a driver who is absent from their route for the equivalent of more than ten (10) full work days during a school year, will be decertified to a substitute status and his or her route will be declared vacant and posted.

Subdivision 2. A route driver changing to substitute status will be given a new date of hire, which will be based upon their original first day of paid substitute work.

Section 7. Educational Leave:

Subdivision 1. The District may grant an educational leave of up to 12 calendar months to a currently employed Route Driver, with at least 3 years of seniority, who makes written application for educational leave.

A. The ending date of the leave must coincide with end of school year.

B. The granting of educational leaves will be subject to the availability of suitable replacements.

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C. Drivers will not be allowed to return to work prior to the end of the school year except at the discretion of the Transportation Director.

Subdivision 2. Upon returning to work the Driver shall be reinstated to his/her former position or one of like status and pay.

A. Any seniority, placement on the salary schedule, or fringe benefits earned prior to the leave will not accrue during the leave but will be reinstated after the leave except if said reinstatement conflicts with current continuing contract.

B. Drivers on educational leave may participate in group insurance plans at their own expense, if they were participating prior to the leave.

Subdivision 3. Educational leave shall not be deducted from paid absence leave.

Subdivision 4. Educational leaves shall be without pay.

Section 8. Health Leave:

Subdivision 1. Driver may be granted a leave of absence for health reasons. Request shall be submitted in advance of the leave and shall be accompanied by a recommendation from a physician competent in the field. All paid absence leave will be used before health leave is granted.

Subdivision 2. All requests for health leave must be submitted in writing to the Transportation Director. The request shall indicate the proposed commencement and termination dates.

Subdivision 3. The leave will not exceed twelve months. Up to one additional year with Superintendent approval may be granted.

Subdivision 4. Health leaves shall be without pay.

A. *Short-term health leave* (*up to and including 30 working days*): The Driver shall be returned to his/her same position.

B. *Long-term health leave* (*from 31 up to and including 90 working days*): The Driver shall be returned to the same or like position.

C. *Extended long-term health leave* (*greater than 90 working days and up to one year*): The Driver will have opportunity to a like position, if available, or the opportunity to fill the next opening for a like position, if no position is available. If like position is not available after 90 days, a lower position may be offered. If the position is discontinued during the employee's absence, return to employment shall be governed by the seniority policy.

D. If the absence extends beyond one year, the school district shall have the right to terminate the employee.

Subdivision 5. Health leaves, which are granted pursuant to the provisions of Subd. 4, paragraphs A and B, shall not constitute a break in the continued employment (seniority)

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status of the Driver. After 90 days of extended health leave absence, the employee will not accumulate additional seniority or paid absence leave for extended health leaves.

ARTICLE IX DISCIPLINE AND REMOVAL

Section 1. Discipline/Discharge:

Subdivision 1. Drivers will be subject to disciplinary action for cause or by due process of law, which may include verbal or written reprimands, suspension without pay or discharge. While disciplinary action will generally be progressive, the district reserves the right to bypass progressive discipline in cases where the misconduct is severe as determined by the district.

Subdivision 2. Examples of causes for discipline include but are not limited to:

- A. stealing
- B. violations of the "District Policy on Alcohol & Other Drug Use"
- C. insubordination
- D. incompetent or unsatisfactory job performance
- E. abuse of sick leave privileges
- F. morals
- G. policy and procedure violations.

Subdivision 3. Should a route fail to leave the garage on time for any reason other than mechanical failure of District 318 equipment, the assigned driver will receive a written warning for the first and second offense and a suspension for one to five days for the third offense. A subsequent offense may be grounds for termination. The offenses will be tracked for the current school year.

Section 2. Due Process:

Subdivision 1. Due process will be according to current State and Federal statutes, laws and regulations.

Subdivision 2. Drivers will be provided the opportunity to be represented by the Exclusive Representative or designee during the disciplinary process.

Section 3. Suitability and Performance Concerns:

Subdivision 1. Suitability: If there is a suitability concern with a driver, a discussion with the driver, transportation director and a union representative (if requested) will happen. The bus driver will be given the option to request a transfer into an open route unless disciplinary action is needed.

Subdivision 2. Performance Concern: If a driver is unable to perform the assigned duties of a route they are assigned to, they will be given the option to request a transfer into an open route they are qualified for.

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Section 4. Personnel Files:

Subdivision 1. There will be one official personnel file for each driver, which will be maintained in strictest confidence in the Human Resource Director's office. A driver will have the right to inspect and obtain copies of all data in his or her personnel file at the driver's expense and to submit for inclusion in his or her file, written information in response to any such data as provided by Minnesota Statutes, 13.04.

Subdivision 2. Identification or written authorization will be required before access is given to any file.

Subdivision 3. All material received for inclusion in a driver's personnel file will be dated upon receipt. Drivers will be notified by the Transportation Director when any material which questions or challenges a driver's character, conduct or services is placed in the driver's personnel file, except that which pertain to his initial employment. A driver may read, date and sign filed material. Said signature will indicate only that the driver has read the material and it will not indicate the driver's approval or disapproval thereof.

Subdivision 4. Official grievances filed by any driver under the grievance procedure will be placed in the personnel file of the driver until the grievance has been settled. Thereafter, the grievance will be placed in a special grievance file with all names deleted.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definitions:

Subdivision 1. Grievance. Grievance will mean an allegation by a driver or drivers and/or an administrator or the School Board as to the application or interpretation of the terms and conditions of employment as found in this Master Agreement. Said allegation must be filed within fifty (50) days after the incident to be a grievance.

Subdivision 2. Days. Reference to days regarding time periods will refer to work days. A workday is defined as all weekdays not designated as holidays by state law.

Subdivision 3. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act event or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted.

Subdivision 4. Post Mark. The filing or service of any notice or document herein will be timely if it is sent by certified, registered mail and such mail bears a postmark within the time period.

Subdivision 5. Decisions. Failure by the administrator or the School Board to render a written decision within the time limit automatically moves the grievance to the next step.

Subdivision 6. Time Limits. Failure by the grievant to adhere to the time limits constitutes a forfeiture of the grievance.

Subdivision 7. Resolution. Except after the initial informal meeting, any resolution of the grievance will be in writing and signed by both parties.

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Subdivision 8. Wages. Drivers will not lose wages due to their necessary participation in grievance hearings held during working hours.

Subdivision 9. Exclusive Representative. Exclusive Representative in this procedure will mean a three (3) member grievance committee appointed by and/or resource persons retained by the Exclusive Representative of the drivers.

Section 2. Procedure:

Subdivision 1. Large Groups. This procedure is to apply when the grievance is district wide or in more than one building. Within ten (10) days of becoming aware of the grievance, the Exclusive Representative will file the grievance in writing with the Superintendent's Office. Thereafter, the procedure will follow as outlined below in Step 3 and on.

Subdivision 2. Small Groups and Individuals.

Step 1. Within ten (10) days of becoming aware of the grievance, meet on an informal basis with the concerned immediate supervisor and try to resolve the matter.

Step 2. If the matter is not resolved within five (5) days after the meeting, file the grievance in writing with the concerned immediate supervisor who will, within five (5) days, submit a decision in writing to the driver. Copies of this decision will be sent at the same time to the Superintendent's Office and the Exclusive Representative.

Step 3. Within five (5) days of the receipt of the written decision. The Exclusive Representative may present the grievance in writing to the Superintendent's Office. Within five (5) days of the receipt of the grievance, the Superintendent or his representative will meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved within five (5) days of this meeting, the Superintendent's Office will submit a decision in writing to the Exclusive Representative.

Step 4. Within five (5) days of the receipt of the written decision from the Superintendent's Office, the Exclusive Representative may submit an unresolved grievance to the School Board Chairman or Clerk.

Step 5. Within seven (7) days after the receipt of the grievance, the School Board or its designees will meet with the Exclusive Representative and attempt to resolve the grievance. If the grievance is not resolved, the School Board has ten (10) days from this meeting to submit a written decision to the Exclusive Representative.

Step 6. Within seven (7) days after receipt of the School Board's written decision, the Exclusive Representative may submit the grievance in writing to final and binding arbitration.

Section 3. Arbitration: The School Board or its designees and the Exclusive Representative will have ten (10) days to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, they will request from the Director of Bureau of

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Mediation Service: State of Minnesota, a list of five (5) names. The parties will alternately strike names from the list of five (5) arbitrators until only one name remains.

The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name, the question will be decided by a flip of a coin. The parties will have no more than ten (10) days after receipt of the list of five (5) names to select an arbitrator.

Each party will be responsible for equally compensating the arbitrator for his fee and necessary expenses. The arbitrator will not have the power to add to, to subtract from or to modify in any way the terms of the existing contract.

The decision of the arbitrator will be final and binding upon the parties. The arbitrator will have the power to make appropriate awards of compensatory reimbursement, if any. The decision will be issued to the parties by the arbitrator and a copy will be filed with the Bureau of Mediation Services, State of Minnesota.

ARTICLE XI DURATION

Section 1. Duration: The agreement will remain in full force and effect for a period commencing on July 1, 2021 through June 30, 2023 and thereafter until modifications are made pursuant to the P.E.L.R.A. as amended. If either party desires to modify or amend this Agreement after July 1, 2023, either party will give written notice of such intent no later than May 1, 2023. Unless otherwise mutually agreed, the parties will not commence negotiations before April 1, 2023.

Section 2. Effect: This agreement constitutes the full and complete agreement between the School Board and the Exclusive Representative representing the hourly drivers of the district. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, will not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement will be severable and if any provision thereof or the application of any such provisions of the Agreement are held to be invalid or unenforceable, the remainder of this Agreement shall never the less remain in full force and effect.

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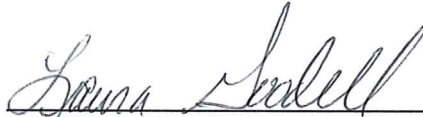
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For Independent School District 318 School Bus Drivers Association



President



Secretary

Chief Organization Negotiator

Negotiator

For Independent School District 318



Board Chair



Board Clerk

Dated this 6th day of June, 2022